

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF OHIO

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In re: WHIRLPOOL CORP.  
FRONT-LOADING WASHER  
PRODUCTS LIABILITY LITIGATION  
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CASE NO. 1:08-WP-65000

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OPINION & ORDER  
[Resolving [Doc. 23](#).]

JAMES S. GWIN, UNITED STATES DISTRICT JUDGE:

The parties in this multidistrict products liability litigation jointly propose a protective order allowing them to limit public disclosure of information they designate as confidential. [\[Doc. 23.\]](#)

Granting a protective order motion is within the trial court's discretion, but that discretion "is circumscribed by a long-established legal tradition' which values public access to court proceedings." [Procter & Gamble Co. v. Bankers Trust Co.](#), 78 F.3d 219, 227 (6th Cir. 1996) (citation omitted). Unwarranted restriction of court documents hampers the public's ability to act as an important check on judicial integrity. See [Brown & Williamson Tobacco Corp. v. Fed. Trade Comm'n](#), 710 F.2d 1165, 1179 (6th Cir. 1983); see also [Wilson v. Am. Motors Corp.](#), 759 F.2d 1568, 1570 (11th Cir. 1985) (observing that "trials are public proceedings" and that access to court records preserves "the rights of the public, an absent third party"). Thus, courts in the Sixth Circuit approach protective order motions with a presumption in favor of public access to judicial records. See, e.g., [In re Perrigo Co.](#), 128 F.3d 430, 447 (6th Cir. 1997).

Moreover, the fact that all parties jointly seek a protective order does not overcome this presumption. See [Procter & Gamble Co.](#), 78 F.3d at 227 (warning district courts against "abdicat[ing their] responsibility to oversee the discovery process and to determine whether filings

Case No.1:08-WP-65000  
Gwin, J.

should be made available to the public” and against “turn[ing] this function over to the parties,” which would be “a violation not only of Rule 26(c) but of the principles so painstakingly discussed in *Brown & Williamson*”).

A successful protective order motion must show specifically that disclosure of particular information would cause serious competitive or financial harm. *See, e.g., Brown & Williamson, 710 F.2d at 1179-80.* Here, the parties fail to meet that standard. The proposed protective order is exceedingly broad and unspecific, giving a party blanket authority to designate documents as confidential that it unilaterally determines contain trade secrets. [[Doc. 23-1 at ¶ 1.](#)] The parties have failed to show that public disclosure of any particular information might cause serious harm.

The parties are, of course, free to privately contract to limit disclosure of documents and information. And any party or non-party may move to seal individual documents—provided that they make the requisite particularized showing.

The Court thus **DENIES** the parties’ proposed protective order. [[Doc. 23.](#)]

IT IS SO ORDERED.

Dated: July 14, 2010

s/ James S. Gwin  
JAMES S. GWIN  
UNITED STATES DISTRICT JUDGE